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3
4 BILL NO. S-75-01- 14

5 SPECIAL ORDINANCE NO. S- 22-75

6 AN ORDINANCE approving a contract with BROOKS
7 CONSTRUCTION CO., INC for repair of
8 Executive Boulevard

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. The contract dated December 16, 1974, between the
12 City of Fort Wayne, by and through its Mayor and the Board of Public Works
13 and BROOKS CONSTRUCTION CO., INC, for:

14 Repair and resurfacing Executive Boulevard from the centerline
15 of Production Road to the south property line of Dividend Road,
16 more or less

17 for a total cost of \$21,892.20, all as more particularly set forth in said contract
18 which is on file in the Office of the Board of Public Works, and is by reference
19 incorporated herein and made a part hereof, is hereby in all things ratified,
20 confirmed and approved.

21 SECTION 2. This Ordinance shall be in full force and effect from
22 and after its passage and approval by the Mayor.

23
24 
25 Councilman

26
27
28
29 APPROVED AS TO FORM
30 AND LEGALITY.

31 
32 CITY ATTORNEY
33
34
35

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 1-14-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 1-28-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. 2-22-75 on the 28th day of January, 1975.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of January, 1975, at the hour of 11:00 clock _____ M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 6th day of February, 1975, at the hour of 10:00 o'clock P M., E.S.T.

John H. Leeb
MAYOR

Bill No. S-75-01-14

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with BROOKS CONSTRUCTION CO., INC. for repair of
Executive Boulevard

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

Winfield C. Moses, Jr.
Eugene Kraus
John Nuckols
William T. Hinga
Donald J. Schmidt

DATE 1-28-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

ATE October 22, 1974

RES. NO. 5676-1974

MATERIAL P.C.-A.C. Concrete

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	BROOKS CONSTRUCTION COMPANY, INC.		HIPSKIND ASPHALT CORP.		RIETH-RILEY CONST. CO., INC.		JOHN DEHNLER, INC.	
STREETS	ALLEYS	SIDEWALKS MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
25	Cu.Yds.	Spec. Borrow "B" Incl. Excav	5.00	125.00	7.00	175.00	12.00	300.00	9.50	237.50	8.10	202.10
392	Sq.Yds.	#53 Pug Milled Stone	1.50	588.00	0.70	274.40	1.10	431.20	0.90	352.80	6.60	2,532.00
392	Sq.Yds.	Pavement Removal	6.00	2,352.00	5.25	2,058.00	5.00	1,960.00	10.00	3,920.00	5.70	2,234.00
140	Tons	#73 Pug Milled Stone	6.00	840.00	8.50	1,190.00	8.00	1,120.00	8.40	1,176.00	6.60	824.00
350	Gals.	Used Oil	0.20	70.00	0.60	210.00	0.50	175.00	0.50	175.00	0.44	154.00
392	Sq.Yds.	Street Pavement 9" Plain Cons.	10.00	3,920.00	16.00	6,272.00	15.00	5,880.00	15.00	5,880.00	19.50	7,644.00
48	Lin.Ft.	1" Preformed Exp. Joint	0.75	36.00	1.60	76.80	2.50	120.00	4.00	192.00	3.00	144.00
420	Tons	Hot Asph. Binder, #9 (3")	20.00	8,400.00	17.00	7,140.00	18.00	7,560.00	21.55	9,051.00	19.80	8,316.00
155	Tons	Hot Asph. Top, State "B"	20.00	3,100	19.00	2,945.00	20.00	3,100.00	19.88	3,081.40	22.00	3,410.00
430	Gals.	Tack Coat	0.50	215.00	0.70	301.00	0.70	301.00	0.65	279.50	0.66	263.80
300	Lin.Ft.	Drainage Ditch Reconst.	2.00	600.00	2.50	750.00	1.50	450.00	1.36	408.00	3.00	900.00
20	Each	Lateral French Drain	25.00	500.00	25.00	500.00	60.00	1,200.00	80.00	1,600.00	35.00	700.00
TOTALS				\$20,746.00		\$ 21,892.20		\$22,597.20		\$ 26,353.20		\$27,492.00
						5.5% Over		8.9% Over		27.0% Over		32.6% Over

CONTRACT

This Agreement, made and entered into this 16 day of December, 1974

by and between BROOKS CONSTRUCTION COMPANY, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

by repair and resurfacing Executive Boulevard from the centerline of

Production Road to the south property line of Dividend Road, more or less.

by grading and paving the roadway to a width of twenty-four feet with

9" Plain Concrete, 3" #9 Hot Asphaltic Binder and Hot Asphaltic Top-State Mix "B"

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5676-1974 and at the following prices per lineal foot

at the following prices:

Special Borrow "B" (Incl. Required Excavation)	Seven dollars and no cents, per cubic yard	7.00
#53 Pug Milled Stone (2" Compacted Base)	Seventy cents, per square yard	0.70
Pavement Removal (Incl. 4" Excavation Beneath Pavement)	Five dollars and twenty five cents, per square yard	5.25
#73 Pug Milled Stone (4" Compacted Shoulder)	Eight dollars and fifty cents, per ton	8.50
Used Oil (Shoulders)	Sixty cents, per gallon	0.60
Street Pavement 9" Plain Concrete	Sixteen dollars and no cents, per square yard	16.00
1" Preformed Expansion Joint	One dollar and sixty cents, per lineal foot	1.60
Hot Asphaltic Binder #9 (3")	Seventeen dollars and no cents, per ton	17.00
Hot Asphaltic Top State "B" Mix	Nineteen dollars and no cents, per ton.	19.00
Tack Coat	Seventy cents, per gallon	0.70
Drainage Ditch Reconstruction	Two dollars and fifty cents, per lineal foot	2.50
Lateral French Drain (Incl. Material & Installation)	Twenty five dollars and no cents, per each	25.00

after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove by repair and resurfacing Executive Boulevard from the centerline of
Production Road to the south property line of Dividend Road, more or less.

by grading and paving the roadway to a width of twenty-four feet with
9" Plain Concrete, 3" #9 Hot Asphaltic Binder and Hot Asphaltic Top-State Mix "B"
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5676-1974 and at the following prices:

at the following prices:

Special Borrow "B" (Incl. Required Excavation)	Seven dollars and no cents, per cubic yard	7.00
#53 Pug Milled Stone (2" Compacted Base)	Seventy cents, per square yard	0.70
Pavement Removal (Incl. 4" Excavation Beneath Pavement)	Five dollars and twenty five cents, per square yard	5.25
#73 Pug Milled Stone (4" Compacted Shoulder)	Eight dollars and fifty cents, per ton	8.50
Used Oil (Shoulders)	Sixty cents, per gallon	0.60
Street Pavement 9" Plain Concrete	Sixteen dollars and no cents, per square yard	16.00
1" Preformed Expansion Joint	One dollar and sixty cents, per lineal foot	1.60
Hot Asphaltic Binder #9 (3")	Seventeen dollars and no cents, per ton	17.00
Hot Asphaltic Top State "B" Mix	Nineteen dollars and no cents, per ton.	19.00
Tack Coat	Seventy cents, per gallon	0.70
Drainage Ditch Reconstruction	Two dollars and fifty cents, per lineal foot	2.50
Lateral French Drain (Incl. Material & Installation)	Twenty five dollars and no cents, per each	25.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5576-1974~~ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally ~~within thirty (30) days after contract is approved by City Council~~ and in all respects completed ~~on or before~~ ~~XXXXXXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

BROOKS CONSTRUCTION COMPANY, INC.

BY: *[Signature]*

ITS: *[Signature]*

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
Carl E. O'Neal
Glen Gehlin
Its Board of Public Works and Mayor.
[Signature]

GUARANTY BOND

Know All Men by These Presents, That we _____

BROOKS CONSTRUCTION CO., INC. _____ Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA _____

_____ as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY ONE THOUSAND,
EIGHT HUNDRED NINETY TWO DOLLARS AND TWENTY CENTS _____

_____ (\$ 21,892.20)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

BROOKS CONSTRUCTION CO., INC. _____

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

Street _____ Pavement

on Executive Boulevard _____ ~~XXXX~~ from the centerline of Production Road
to the south property line of Dividend Road, more or less.

_____ according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

BROOKS CONSTRUCTION CO., INC. _____ shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION CO., INC. (SEAL)

W. H. Johnson
Attorney-in-fact

BY: James E. Brooks (SEAL)

ITS: Pres (SEAL)

Approved this 16th day of December, 1974

Carl E. O'Neal
Glen C. Allen
Board of Public Works.

APPROVED AS TO REALITY AND IDENTITY

LIABILITY BOND

Know All Men by These Presents, That we _____
_____-BROOKS CONSTRUCTION CO., INC.-_____

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-_____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY ONE

THOUSAND, EIGHT HUNDRED NINETY TWO DOLLARS AND TWENTY CENTS-_____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

_____-(\$21,892.20)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION CO., INC. (SEAL)

W. H. Anderson
Attorney-in-fact

BY: *James E. Burks* (SEAL)

ITS: *Pas* (SEAL)

_____- (SEAL)

Approved this 16 day of December, 1974

Carl E. O'Neal
Glen Chley

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

November 7, 1974

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE LET BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER, 1974, in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	8.58	40	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	8.90	30	17+30		4	
ELEVATOR CONSTRUCTOR	S	8.19	39	26	6½%	2	
GLAZIER	S	8.24	12		25	4	35¢hold
IRON WORKER	S	9.70	55	65		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.60-5.75	35	30		7	
	S-US-SS	5.75-6.83	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	6.95-9.35	30	30		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	6.32-8.52	30	30		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	8.09	40				
PLUMBER & STEAMFITTER	S	9.30	25	35		7	
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS						
	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS are OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 10th DAY OF Oct, 19 74

Wayne T. Raper
 REPRESENTING GOVERNOR, STATE OF INDIANA.

Edmund C. Howard, Jr.
 REPRESENTING THE AWARDED AGENCY

Frank W. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract has been awarded to Brooks Construction Co., Inc.
in amount of \$21,892.20 for repair and resurfacing of Executive Blvd. from Production
Road to Dividend Road.

Due to weather conditions, this work will not be done until the spring of 1975

EFFECT OF PASSAGE Much needed repairs to Executive Blvd.

EFFECT OF NON-PASSAGE Maintenance work that cannot be successfully handled by the
Street Department.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City - \$21,892.20

ASSIGNED TO COMMITTEE Public Works JH